



NOTICE OF SOLICITATION

SERIAL 03125-RFP

**REQUEST FOR PROPOSAL FOR: SIGNAGE
 NIGP 80176**

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, **until 2:00 P.M./M.S.T. on OCTOBER 10, 2003** for the furnishing of the following for Maricopa County Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **“SERIAL 03125-RFP REQUEST FOR PROPOSAL FOR SIGNAGE.”**

The Maricopa County Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Any protest concerning this request for Proposals must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED A <http://www.maricopa.gov/materials>. ANY ADDENDUM’S TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS
MANAGEMENT CENTER

INQUIRIES:

STEVE DAHLE
PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-3450

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON SEPTEMBER 3, 2003, 9:00AM AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ 85003.

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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NO RESPONSE

Proposers not responding to this proposal are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494.

MARK OUTSIDE ENVELOPE "SERIAL 03125-RFP SIGNAGE"

Responses must be received **BY 2:00 P.M., OCTOBER 10, 2003**. Proposers failing to submit a proposal, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL **03125-RFP**

TITLE: **SIGNAGE**

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NO PROPOSAL:

_____ Insufficient time

_____ Do not handle product/service

_____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference.

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

THESE FORMS MAY BE LOCATED AT <http://www.maricopa.gov/materials>. M/WSBE PARTICIPATION FORMS.

SPECIFICATIONS ON REQUEST FOR PROPOSALS FOR: SIGNAGE

1.0 INTENT:

The intent of this Request for Proposal is to establish a single source for interior and exterior signage. This to include, but not limited to: interior identification signs (directional, restroom, mechanical rooms, identification, etc.), exterior signs (monument, building, remote/temporary, door entry, lighted, etc.), and other types of signage as required, and on an as needed basis. The successful Proposer shall be responsible for the manufacturing and installing of all signs requested by the County.

Other County departments may use this contract. The Facilities Management Department is not responsible for contract administration for services requested by other County agencies.

Note: The term "Proposer" shall refer to the firm submitting a response to this RFP. The specifications may show the term "Contractor". When awarded, the term 'Proposer' and 'Contractor' are synonymous.

2.0 SCOPE OF WORK:

2.1 All signs are to follow establish specifications as outlined in the Maricopa County Graphic Standards Manual. These to include colors, type style, materials, and sizes. The Maricopa County Graphics Standards Manual is available for view on the County's Intranet. As this site is internal to the County agencies, Proposers will not have access to it unless an internal County source is able to provide them access. A hardcopy is available for review by contacting the Office of Communications, 602/506-7063.

2.2 Road signs, vehicle decals, and trophy plaques shall not be part of this solicitation.

2.3 Required Sign Specifications (Performance Specifications):
The Proposer shall be responsible in developing the actual performance specification drawings (working drawings) for the sign manufacture for all sign schedules 1A through 9B. The specification drawings shall be generated electronically in AutoCAD compatible format, which depicts construction, details, materials descriptions, dimensions of individual components and profiles, and finishes for each type of sign. Based on the general specifications provided here and in the Graphics Manual, the Proposer shall develop and submit the AutoCAD format and a hardcopy of these as part of the proposal package (See §2.4).

2.4 REQUIRED PERFORMANCE SUBMITTAL SAMPLES:

There are two required performance submittals:

2.4.1 Each Proposer shall submit detailed working drawing as specified in §2.3 of each sign listed in Sections 5.2 through 5.7 of the Graphic Standards Manual. In the Manual, the sections are as follows:

- 5.2 Interior Signs (6 types)
- 5.3 Monument Signs (2 types)
- 5.4 Monument Signs (2 types)
- 5.5 Remote/Temporary Signs (4 types)
- 5.6 Door Entries (1 type)
- 5.7 Door Entries (1 type)

2.4.2 The Proposer must supply, as part of their proposal package, finished samples of their manufactured signs according the specifications they developed in §2.3 above. This to include 1 (one) each of:

- Schedule 1A Per Section 5.2 of the Graphics Manual, DIRECTIONAL, 2-LINE
- Schedule 4A Per Section 5.2 of the Graphics Manual, IDENTIFICATION, CHANGEABLE, 1-LINE

- 2.4.3 Additionally, the finished samples are to follow the guidelines established in the Graphics Manual (i.e., type style, color, etc. and the specifications developed and submitted by the Contractors (§2.4.1). The selected Proposal Analysis Committee will examine all submitted samples and score accordingly as to quality, construction, durability, if following the submitted performance specifications, color likeness, and other pertinent details.
- 2.4.4 After award of this RFP, the sample finished signs, the electronic files, and the working drawings shall be returned to proposers who have not received the highest score. The proposer who has succeeded in the award, the working drawings, electronic files, and finished signs shall become the property of the County and used as a standard for future signs ensuring quality/materials/color remain the same.

2.5 SIGN SCHEDULE:

The specifications below were obtained from the Graphic Standards Manual. Please refer to the manual for more detailed drawings, color plates, etc., and other pertinent information.

2.5.1 Interior Signs (1A – 5B):

- Type: Avenir Heavy and Roman, and Minon Regular, 1/32" raised tactile copy and symbols painted, color: PMS Cool Gray 9
- Flat Plate: Acrylic back plate painted, color: Cream and PMS Cool Gray 4
- Metal: #4 brushed stainless, horizontal grain, color: PMS Cool Gray 9
- Braille: Grade 2 Braille bullet mount set, painted to match background
- Schedule: DIRECTIONAL--
- #1A Directional, two lines, 8" height, 18" width
- #1B Directional, four lines, 12" height, 18" width
- #1C Directional, seven lines, 17" height, 15" width

RESTROOM--

- #2A Restroom, MEN or- WOMEN, 8" height, 18" width (with figure symbols)

LOCATION / WARNING / INSTRUCTION--

- 8" height, 18" width
- #3A INCASE OF FIRE ...(w/ symbol)
- #3B ROOM #
- #3C MECHANICAL – AUTHORIZED PERSONNEL ONLY
- #3D STAIRS (w/ symbol)
- #3E FLOOR #
- #3F ROOF ACCESS
- #3G other

IDENTIFICATION ONE LINE--

- #4A Identification, changeable one line, 5 1/4" height, 12" width
- #4B Identification, one line, 5 1/4" height, 12" width

IDENTIFICATION TWO LINE--

- #5A Identification, changeable two lines, 6" height, 12" width
- #5B Identification, two lines, 6" height, 12" width

2.5.2 Large/Small Monument Signs (6A – 6B):

- Top: #4 brushed stainless, horizontal grain.
- Seal: 1/4" flat cast aluminum with acrylic polyurethane finish, 3M-VHB mount.
- Type: Avenir Heavy and Roman, and Minon Semi Bold, 1/8" flat aluminum letters painted acrylic polyurethane, 3M-VHB mount, color: PMS Cool Gray 9.
- Face: 1/8" aluminum box painted overall with acrylic polyurethane, color: Cream

Base: Structural material and color at the base (including the reveal) to be selected by the County Planning Division on a building by building basis for compatibility with the specific location.

Schedule:

- #6A LARGE HORIZONTAL MONUMENT SIGN, building name and address, 84" height, 84" width
- #6B SMALL HORIZONTAL MONUMENT SIGN, building name, 60" height, 84" width

Note: A good example of a Schedule 6A sign can be found at:
Forensic Science Center
719 W. Jefferson St.
Phoenix, AZ

2.5.3 Directional/Small Vertical Monument Signs (7A – 7B):

Top: #4 brushed stainless, horizontal grain.
Seal: ¼" flat cast aluminum with acrylic polyurethane finish, 3M-VHB mount.
Type: Avenir Heavy and Roman, and Minon Semi Bold, 1/8" flat aluminum letters painted acrylic polyurethane, 3M-VHB mount, color: PMS Cool Gray 9.
Face: 1/8" aluminum box painted overall with acrylic polyurethane, color: Cream
Base: Structural material and color at the base (including the reveal) to be selected by the County Planning Division on a building by building basis for compatibility with the specific location
Schedule:

- #7A DIRECTIONAL MONUMENT SIGN, five line, 72" height, 48" width
- #7B SMALL VERTICAL MONUMENT SIGN, building name and address, 72" height, 48" width

2.5.4 Remote/Temporary Signs (8A – 8C):

Face: 1/8" aluminum sign box to match depth of posts, 3" to 4", color: Cream
Posts: 3" to 4" aluminum posts and end caps painted with acrylic polyurethane, mounting to be determined by site
Type: Avenir Roman, Minon Regular, and Semi Bold, text to be epoxy screen printed, color: Indigo and Black
Band: Reversed Minon Semi Bold, color: Burnt Red.
Schedule:

- #8A TWO POST SIGN, 96" height, 36" width
- #8B TWO POST SITE SIGN, 96" height, 58" width
- #8C MULTI-USE TWO POST SIGN, 96" height, 72" width
- #8D MULTI-USE WALL MOUNTED SIGN, 52" height, 66" width

2.5.5 Door Entries (9A – 9B):

Signature: Maintain 1 seal width from the inside edge of the door.
Type and Symbol:
Choose door and window set-up for formatting. For size approximations, please refer to the Graphics Standard Manual, Section 5.6, the second diagram
Building Number and Hours:
Avenir Heavy, color: White
Hours and Warning:
Avenir Roman, color: White
Schedule:

- #9A SINGLE DOOR, vinyl type, white and red vinyl material
- #9B DOUBLE DOOR, vinyl type, white and red vinyl material

2.5.6 Other *Types* Of Signs Not Listed Herein and Not In The Graphics Manual:

Other types signs are defined as those made of different materials and mounting methods not listed herein or the graphics manual, and considered inconsequential. They may be incidental types (i.e., plastic, carved laminate, foam board, cardboard for interior usage. Or exterior types such as building mounted address numbers, or building name-mounted-to-wall with individual letters, etc., etc.). It is estimated these types are a miniscule quantity and shall be priced 'as needed'.

2.5.7 Other *Sizes* Of Signs Not Listed In Schedule 1A – 9B:

If a department is requesting signage in §2.5.1 – 2.5.5 of a size not listed, written approval must be obtained from the Office of Communications, 602/506-7063.

2.6 PRICING:

Interior signs and door entries are line item priced based on quantity purchase as listed in Attachment A, PRICING. Installation costs shall be included. For exterior signs, as the location, topography, and mounting method varies, installation shall be price-quoted by number of labor hours plus materials, as separate (See also §2.15.5).

2.7 MONUMENT SIGNS --DOUBLE SIDED:

Monument signs requiring double-sided exposure shall be priced at two-times (2X) the bid price.

2.8 BUILDING IDENTIFICATION -- ADDRESS/NAME SIGNS:

There may be an occasion where the County will need address/name signs attached to the exterior walls of a building, in such size, color, and location that will require special mounting materials and specialized man-lift equipment. The Contractor shall be provided a scope of work detailing size location and mounting method (See also §2.8, Rental Equipment).

2.9 RENTAL EQUIPMENT:

Should it be a requirement the Contractor rent *lift equipment* for building signage, the cost of the rental equipment shall be billed back to the County as a separate line item charge on the invoice and not to exceed a five percent (5%) mark-up. A copy of the sales receipt from the rental company must be attached to Contractor's invoice.

2.10 REQUIRED LOCATOR SERVICES, EXTERIOR SIGNS:

It shall be the Contractor's responsibility to obtain locator services to perform underground utility locations when planning to install exterior signs requiring posthole or foundation excavation. If this procedure IS NOT followed, and the Contractor damages any utility lines (electric, water, irrigation, gas, sewer, telecommunications, etc.) either on public or private property, it shall be the Contractor's responsibility to pay for repairs of such. The cost of the locator services shall be billed back to the County as a separate line item charge on the invoice not to exceed a five percent (5%) mark-up. A copy of the sales receipt from the locator company must be attached to Contractor's invoice.

2.11 LIGHTED EXTERIOR MONUMENT SIGNS:

The Contractor must have the capability to perform electrical appliance lighting attachments and connections to exterior signage. This to include obtaining the appliance, actual installation, and final electrical connection. Electrical power to the sign will be the responsibility of the County. The lighting may be ground-mounted flood-type or located at the top. It is estimated not many exterior signs will require lighting. Detailed shop drawings will be provided the Contractor should this requirement be requested.

2.12 MUNICIPAL PERMITS, EXTERIOR SIGNS AND BUILDING SIGNS:

All municipal rules/regulations regarding outdoor signs must be followed. It shall be the responsibility of the Contractor to obtain and pay for permits/fees/variances for all outdoor signage (i.e., directional, monument, building mounted, etc.). The cost of this shall be billed back to the County as a separate line item charge on the invoice not to exceed a five percent (5%) mark-up. A copy of the sales receipt from the municipality must be attached to Contractor's invoice.

2.13 SIGNAGE – LARGE PROJECTS:

2.13.1 There may be times wherein work will encompass making and installing signage for an entire floor, several floors, or the entire building (either existing or under construction). Project work shall mean work performed on as "all inclusive" as opposed to time and materials. The Contractor assigned to this contract shall work with the Facilities Management Department and the County agency (Or architect) to establish locations of all signs the contractor plans to provide for the scope of work. The Contractor and staff from FMD shall visit the site (or if a new building, study the sign schedule of the new plans) and develop a conceptual evaluation plan – i.e., plan showing where each type of sign is to be located. All large-scale projects must be pre-approved by the County prior to implementation.

2.13.2 As such, the Contractor MUST submit a response, with a price for the project. No quote from the contractor shall have terms and conditions or a provision for a signature from the County. All terms and conditions are those established under this agreement.

2.13.3 The submitted project price quote to be all-inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD and the County agency prior to any written authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional cost without payment.

2.13.4 Project pricing shall include everything the contractor anticipates is necessary to complete the job (i.e., rental equipment, materials, labor, supervision, subcontractor costs, mobilization costs, demobilization costs, permits, etc.). These costs to be part of the overall project price and as such not itemized. Any taxes imposed must be included in the total project cost and not a separate line item (Exception of tax: time and materials work and only on materials).

2.13.5 Contractor shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid in Attachment A, PRICING.

2.14 REGULATORY REQUIREMENTS:

The Contractor must follow established rules and guidelines for--

- a. ANSI A117.1 "Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People".
- b. Public Law 101-336 "The Americans with Disabilities Act of 1990 (ADA)
- c. ADA Accessibility Guidelines (ADAAG)
- d. The Arizona with Disabilities Act of 1992 Administrative Rules (AzDAAG)
- e. Uniform Federal Accessibility Standards (UFAS)

2.15 SIGN MATERIALS:

Materials shall be new stock, free from defects, or imperfections in strength, durability, and appearance. Provide materials as shown and detailed on drawings and as specified. If construction materials can be altered wherein a savings to the County could be realized, the Contractor shall so instruct the County and a determination be made if such material changes are acceptable.

2.16 MOUNTING METHODS:

2.16.1 Use concealed fasteners, hook-and-loop tape, double-sided vinyl tape, magnetic tape or silicone adhesive fabricated from materials that are not corrosive to sign materials and mounting surface. Install signage plumb and level.

2.16.2 Anchors and Inserts:

Provide nonferrous-metal or hot-dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use concealed fasteners fabricated from metals that are not corrosive to the sign material and mounting surface. Use toothed steel or lead expansion bolt devices for drilled-in-place anchors. Furnish inserts, as required, to be set into concrete or masonry work.

2.16.3 Tape:

VHB (very high bond) double stick foam tape as manufactured by 3M or equivalent.

2.16.4 Outdoor Sign Anchoring Requiring Concrete or Special Footing:

Some outdoor signs shall require pre-dug post holes packed with concrete fill. This to be performed as Time and Materials, separate from the actual sign cost. If other type of ground anchoring is required, this also will be identified. In Attachment A, PRICING, exterior sign pricing will be priced WITHOUT INSTALLATION. Due to the different site topography and special applications, each will be on a building-by-building basis for compatibility with the specific location (See also §2.6).

2.17 INSTALLER QUALIFICATIONS:

The Contractor must have on staff experienced installers who are authorized representatives of the contractor for sign installation.

2.18 BACKGROUND CHECKS:

A background check will be a requirement for all employees of Contractor's staff providing sign services to the County. This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The County shall incur the cost for this requirement.

There are three types of background checks required:

Maricopa County Sheriff's Office
Maricopa County Attorney's Office
Maricopa County Superior Court

2.19 DAMAGE TO COUNTY PROPERTY:

The Contractor shall install signage, remove signage, or repair signage in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.20 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.

2.21 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one business day to correct the work. Labor for all re-work will be at no cost to the County.

2.22 The Materials Management Department procurement officer -or- the Contract Administrator of the Facilities Management Department shall decide all questions or interpretations which may arise as to the quality and acceptability of any work, performed under this contract. Under the provisions of the Maricopa County Procurement Code, MC1-906, unresolved disputes will be handled administratively, and ultimately by the Materials Management Department.

2.23 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.24 SUBCONTRACTING

The Contractor may not assign this contract or subcontract to another party for performance of the technical specifications or the terms and conditions hereof.

2.25 INVOICING:

After completion, the Contractor shall submit an invoice to the County agency that has made the request.

Invoices must contain—

- (a) Purchase order number or P-card notation;
- (b) Terms as bid;
- (c) Contract serial number;
- (d) Job site name and address, with FMD site number;
- (e) Description of work performed;
- (f) Quantity, type and bid price of sign;
- (g) Installations charges (if applicable) --
Must have quantity labor hours, labor bid rate, extended total, materials itemized and other equipment or permits or service charges;
- (h) Tax on commodity only;
- (i) Total

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.26 TAX:

Taxes shall be imposed on signs, materials, and supply commodities purchased by the County and not labor. No tax shall be levied against labor (Exceptions: project work). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.27 PROPOSER QUALIFICATIONS:

- 2.27.1 The Contractor must have a minimum of five (5) consecutive years experience in the manufacture and installation of interior and exterior signage. Under the Proposer's company letterhead, a statement to this effect must accompany proposal package.
- 2.27.2 Must have a local manufacturing plant: the Contractor must have a local manufacturing plant where signs are designed, manufactured, and completed. Submit on the Proposer's letterhead, a statement to this effect.
- 2.27.3 The Contractor must have on staff experienced installers with a minimum of three (3) years sign installation experience. Provide a list of employees who will be assigned to the County contract. The list is to contain:
- Employee name
Years of sign installation experience
Copies of any certifications (if applicable)
- 2.27.4 Provide what capability (i.e., licensing, electrical journeymen on staff, etc.) your firm has to perform electrical connections to exterior signage
- 2.27.5 As part of the County's due diligence, all proposer qualifications will be verified prior to proposal award.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.3.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.3.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.3.3 Certificates of Insurance.

3.3.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.3.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

3.6 SCHEDULE OF EVENTS:

Request for Proposals Issued: **AUGUST 22, 2003**

Deadline for written questions (72 hours after Pre-Proposal meeting). No questions will be responded to prior to the Pre-Proposal Conference. All questions must be submitted to SDAHLE@MAIL.MARICOPA.GOV and be received by 10:00 AM Arizona time. All questions and answers will be distributed VIA the Materials Management Web-site www.maricopa.gov with the original solicitation.

Deadline for submission of proposals is 2:00 P.M., MST, on **OCTOBER 10, 2003**. All proposals must be received before 2:00 P.M. on the above date at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, AZ 85003.

Proposed review of Proposals and short list decision: **NOVEMBER 10, 2003**

Proposed Proposer presentations: (if required) **NOVEMBER 17, 2003**

Proposed selection and negotiation: **DECEMBER 2003**

Proposed Best & Final (if required) **DECEMBER 2003**

Proposed award of Proposal: **JANUARY 2004**

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Proposer by parties other than the county.

3.7 PRE PROPOSAL CONFERENCE:

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE ON SEPTEMBER 3, 2003, 9:00AM AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JERFFERSON ST., PHOENIX, AZ 85003

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, LEAD PROCUREMENT CONSULTANT, 602-506-3450
(sdahle@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

STEVE VARSCSAK, CONTRACT ADMINISTRATOR, FMD, 602-506-8198
(steve.varscsak@fm.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide one (1) original (labeled) PLUS ONE ELECTRONIC COPY ON A CD OR 3.5' DISK and Five copies of their proposal. **Proposers are to address proposals identified with return address, serial number and title in the following manner:**

**Maricopa County Department of Materials Management
320 W. Lincoln St.
Phoenix, AZ 85003**

**SERIAL 03125 – RFP
SIGNAGE**

Proposals must be signed by a corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

3.10 EXCEPTIONS TO THE SOLICITATION:

The Proposer shall identify and list all exceptions taken to all sections of 03125–RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Proposer's exception. The Proposer will list these exceptions in the Best and Final Proposal under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 03125 - RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 03125-RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them outright.

3.11 GENERAL CONTENT:

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

3.12 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in THREE (3) binders and have sections tabbed as below: **PROPOSALS ARE LIMITED TO A MAXIMUM OF 200 SINGLE SIDED PAGES 12 POINT FONT MINIMUM.**

3.12.1 Letter of Transmittal (Exhibit 2)

3.12.2 Table of Contents

3.12.3 Short introduction and summary – This section shall contain an outline of the approach to products and services utilized in the proposal.

3.12.4 Proposal – Your proposal should contain a statement of all of the programs, products and services proposed. Proposals should be all-inclusive, detailing your best offer. Additional related services should be incorporated into the proposal, if applicable.

- 3.12.5 Firms and Personnel Qualifications – personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, and an estimate of the time each would devote to this program, and other pertinent information.
- 3.12.6 Proposal exceptions
- 3.12.7 Other data
- 3.12.8 Pricing (Attachment A)
- 3.12.9 Agreement (Attachment B)
- 3.12.10 References (Attachment C)
- 3.12.11 Vendor Information (Attachment D)
- 3.13 **EVALUATION OF PROPOSAL – SELECTION FACTORS:**

A Proposal Analysis Committee shall be appointed, chaired by the Materials Management Department, to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Proposer(s). Proposals will be evaluated on the following criteria which are listed RANK order.

 - 3.13.1 Firms proven skills and technical competence.
 - 3.13.2 Evaluation scores of submitted sign samples and working drawings (See §2.4).
 - 3.13.3 Credentials of project and management staff.
 - 3.13.4 Cost of goods and services.
- 3.14 **POST AWARD MEETING:**

The successful Proposer(s) shall be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Consultant of the Contract.

NOTE: PROPOSERS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS.

ATTACHMENT A
PRICING

SERIAL 03125-RFP

PRICING SHEET **C990509 / B0603886 / NIGP 80176**

PROPOSER NAME: _____

F.I.D./VENDOR #: _____

PROPOSER ADDRESS: _____

P.O. ADDRESS: _____

PROPOSER PHONE #: _____

PROPOSER FAX #: _____

COMPANY WEB SITE: _____

COMPANY CONTACT (REP): _____

E-MAIL ADDRESS (REP): _____

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:

____ YES ____ NO ____ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES ____ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PAYMENT TERMS: PROPOSERS ARE REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 _____

NET 15 _____

NET 20 _____

NET 30 _____

NET 45 _____

NET 60 _____

NET 90 _____

2% 10 DAYS NET 30 _____

1% 10 DAYS NET 30 _____

2% 30 DAYS NET 31 _____

1% 30 DAYS NET 31 _____

5% 30 DAYS NET 31 _____

1.0 PRICING:

Sizing depicted as Height X Width, measured in inches.

Please refer to the County Standards Graphics Manual and the contract specifications.

Prices listed are each, with quantity discounts. Quantity discounts available only if items are purchased at same time.

Interior signs and door signage shall have installation cost included in the price.

Installation of exterior signs shall be separately quoted.

ATTACHMENT A
PRICING

NOTE: Signs not listed are to be separately price quoted based on the County agency need.

			<u>QTY: 1-10</u>	<u>QTY: 11-20</u>	<u>QTY: 21-50</u>
DIRECTIONAL (Schedule 1A - 5B)					
1.1	2-line	8h X 18w	\$	\$	\$
1.2	4-line	12h X 18w	\$	\$	\$
1.3	7-line	17h X 15w	\$	\$	\$
RESTROOM (Schedule 2A)					
1.4	MEN	8h X 18w	\$	\$	\$
1.5	WOMEN	8h X 18w	\$	\$	\$
LOCATION/WARNING/INSTRUCTION (Schedule 3A - 3G)			\$	\$	\$
1.6	IN CASE OF FIRE...	8h X 18w	\$	\$	\$
1.7	ROOM #	8h X 18w	\$	\$	\$
1.8	MECHANICAL-AUTH...	8h X 18w	\$	\$	\$
1.9	STAIRS	8h X 18w	\$	\$	\$
1.10	FLOOR #	8h X 18w	\$	\$	\$
1.11	ROOF ACCESS	8h X 18w	\$	\$	\$
1.12	other	8h X 18w	\$	\$	\$
IDENTIFICATION 1-LINE (Schedule 4A - 4B)					
1.13	1-line changeable	5h 1/4H X 12w	\$	\$	\$
1.14	1-line	5 1/4h X 12w	\$	\$	\$
IDENTIFICATION 2-LINE (Schedule 5A - 5B)					
1.15	2-line changeable	6h X 12w	\$	\$	\$
1.16	2-line	6h X 12w	\$	\$	\$
LARGE HORIZONTAL MONUMENT (Schedule 6A)					
1.17	building name/address	84h X 84w	\$	\$	\$
SMALL HORIZONTAL MONUMENT (Schedule 6B)					
1.18	building name	60h X 84w	\$	\$	\$
DIRECTIONAL MONUMENT (Schedule 7A)					
1.19	5-line	72h X 48w	\$	\$	\$
SMALL VERTICAL MONUMENT (Schedule 7B)					
1.20	building name/address	72h X 48w	\$	\$	\$
REMOTE / TEMPORARY (Schedule 8A - 8D)					
1.21	2-post sign	96h X 36w	\$	\$	\$
1.22	2-post site sign	96h X 58w	\$	\$	\$
1.23	multi-use 2-post sign	96h X 72w	\$	\$	\$
1.24	multi-use wall mtd. sign	52h X 66w	\$	\$	\$
DOOR ENTRY, SINGLE DOOR (Schedule 9A)					
1.25	single door, per graphics manual		\$	\$	\$

ATTACHMENT A
PRICING

DOOR ENTRY, DOUBLE DOOR (Schedule 9B)

1.26	double door, per graphics manual	\$	\$	\$
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Other Signs:

Signs made of plastic, carved laminate, foam board, cardboard, etc. shall be separately quoted.

Time & Materials:

1.27	During business hours (6:00 AM - 6:00 PM)	\$	/per hr.
------	---	----	----------

1.28	After hours:	\$	/per hr.
------	--------------	----	----------

1.29	Weekends/Holidays:	\$	/per hr.
------	--------------------	----	----------

1.30	Materials, supplies, cost plus:		%
------	---------------------------------	--	---

ATTACHMENT B

AGREEMENT

The Proposers hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)

FIRM SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT C

CONTRACTOR REFERENCES

FIRM SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

ATTACHMENT D

CONTRACTOR INFORMATION

IN OUR CONTINUING EFFORT TO INSURE THAT OUR CONTRACTOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:

LEGAL NAME OF ORGANIZATION/INDIVIDUAL: _____

DOING BUSINESS AS (IF APPLICABLE): _____

FEDERAL TAX ID NUMBER: _____ MARICOPA COUNTY VENDOR NUMBER: _____

OWNERSHIP INDIVIDUAL/
STATUS: SOLE PROPRIETOR: _____ CORPORATION: _____ PARTNERSHIP: _____ OTHER: _____

CORPORATE ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

WEB SITE ADDRESS: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ **P.O.** _____ **ACCTS RECEIVABLE** _____ **SOLICITATIONS** _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ **P.O.** _____ **ACCTS RECEIVABLE** _____ **SOLICITATIONS** _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ **P.O.** _____ **ACCTS RECEIVABLE** _____ **SOLICITATIONS** _____

CITY: _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NAME OF CONTACT PERSON: _____

NOTE: NO PREFERENCE IN AWARDING CONTRACTS IS GIVEN TO CONTRACTORS REGISTERED WITH MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT, HOWEVER, YOU MUST REGISTER AS A CONTRACTOR IF AWARDED A CONTRACT IN ORDER TO FULFILL THE CONTRACTUAL REQUIREMENTS. CONTACT MATERIALS MANAGEMENT AT (602) 506-8718 FOR A REGISTRATION PACKET.

I HEREBY CERTIFY THAT:

1. I AM DULY AUTHORIZED TO CERTIFY THE INFORMATION REQUESTED HEREIN.
2. TO THE BEST OF MY KNOWLEDGE, THE ELEMENTS OF THE INFORMATION PROVIDED HEREIN ARE ACCURATE AND TRUE AS OF THIS DATE.
3. MY ORGANIZATION SHALL COMPLY WITH ALL STATE STATUTES AND FEDERAL EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS AND CONDITIONS OF EMPLOYMENT IN ACCORDANCE WITH A.R.S. TITLE 41, CHAPTER 9, ARTICLE 4 AND EXECUTIVE ORDER NUMBER 75-5 DATED APRIL 28, 1975.
4. MY ORGANIZATION SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF SOLICITATIONS AND CONTRACTUAL DOCUMENTS, REGULATIONS AND LAWS, AND POLICIES AND PROCEDURES SET FORTH IN THE MARICOPA COUNTY PROCUREMENT CODE APPLICABLE TO THE TYPE OF PROCUREMENT (SERVICE OR COMMODITY).

PRINTED OR TYPED NAME

TITLE

SIGNATURE

DATE

ATTACHMENT D (CONTINUED NEXT PAGE)



Form W-9.doc

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).
However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			+		+			
or								
Employer identification number								
	+							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: *If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.*

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13 . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See **Form 1099-MISC**, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner **LLC** that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.*

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



EXHIBIT 1

LETTER OF TRANSMITTAL
(To be typed on the letterhead of Offeror)

Maricopa County Department of Materials Management
320 West Lincoln,
Phoenix, Arizona 85003

Re: RFP Number – 03125-RFP

To Whom It May Concern:

The undersigned, _____ (herein referred to as the "Offeror"), hereby submits its response to your Request for Proposal dated _____, and agrees to supply and furnish to you, all in accordance with the Scope of Work and conditions that are detailed in said Request for Proposal.

Offeror hereby acknowledges and recognizes that, if this proposal is accepted by the Maricopa County, such acceptance will form a contract, and that Offeror shall thereupon be contractually obligated to carry out its responsibilities respecting the services described

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,
